

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
AMARILLO DIVISION

**UNITED ENERGY DRILLING, INC.**  
**Plaintiff,**

**v.**

**HADAWAY CONSULTING AND  
ENGINEERING, L.L.C.**  
**Defendant.**

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**2:23-CV-00119-Z**

**DEFENDANT'S ORIGINAL ANSWER**

COMES NOW Defendant, HADAWAY CONSULTING AND ENGINEERING, L.L.C. (hereafter "Hadaway"), and files this its Original Answer to Plaintiff's First Amended Complaint and would respectfully show the Court as follows:

**General Denial**

Hadaway denies the allegations made in Plaintiff's First Amended Original Complaint unless otherwise specifically addressed below.

**Specific Responses to Plaintiff's Complaint**

Hadaway hereby responds to Plaintiff's allegations as follows:

1. Paragraph 1 is admitted.
2. Paragraph 2 is admitted.
3. Paragraph 3 is admitted.
4. As to Paragraph 4, Hadaway admits that Jonathan Frederick, Darrell Narron and Neal Earle are the members of Hadaway Consulting and Engineering, LLC and all are Texas residents.
5. Paragraph 5 is admitted.

6. The first sentence of Paragraph 6 is denied. Otherwise, the remaining allegations in that paragraph are admitted.

7. Paragraph 7 is admitted.

8. Paragraph 8 is denied.

9. The first sentence of paragraph 9 is admitted. The remaining allegations in that paragraph are denied.

10. Paragraph 10 is denied.

11. Paragraph 11 is denied.

12. Paragraph 12 is addressed in the above admissions and denials.

13. The first sentence of paragraph 13 is admitted. The remaining allegations in that paragraph are denied.

14. Paragraph 14 is denied.

15. The first two sentences in paragraph 15 are admitted. The remaining allegation is denied.

16. Paragraph 16 is denied.

17. Paragraph 17 is denied.

18. Paragraph 18 is denied.

19. This is an allegation of law for which no answer is required.

20. This is an allegation for which no answer is required.

## **II. Affirmative Defenses**

21. Failure to Mitigate Damages – Plaintiff alleges that it incurred damages as result of the conduct of Hadaway. Upon information and belief, Hadaway hereby asserts that if Plaintiff

did incur any damages, which is expressly denied, such damages were enhanced by virtue of Plaintiff's failure to mitigate same.

22. Release and waiver - To the extent Plaintiff is seeking the recovery of consequential, indirect or special damages, Plaintiff has waived that right and has released Hadaway per the express provisions of the Drilling Contract between the parties.

23. Offset – In the event Hadaway is found to be a prevailing party in this suit, pursuant to the terms of the Drilling Contract between the parties, Hadaway is entitled to recover its reasonable attorneys' fees and costs incurred herein. Hadaway hereby asserts its right to offset any recovery by Plaintiff in an amount equal to Hadaway's reasonable attorneys' fees and costs.

24. Third Parties' Responsibility – Hadaway denies it engaged in any tortious conduct, but to the extent Plaintiff alleges it has been damaged by any such conduct, Hadaway affirmatively asserts that any such damages were caused by the conduct of third parties over whom Hadaway had no control.

**Request for a Jury**

25. Hadaway hereby requests that this matter be tried to a jury.

**Prayer for Relief**

Wherefore, premises considered, Defendant Hadaway requests that upon final judgment all relief requested herein by Plaintiff be denied, that all costs be taxed against Plaintiff, and that Defendant be granted all such other and further relief as it may be justly entitled, whether at law or in equity.

Dated this 7<sup>th</sup> day of September, 2023.

Respectfully submitted,

By: /s/ Marty L. Rowley  
Marty L. Rowley

SBN: 17347800  
MARTY L. ROWLEY, P.C.  
600 S. Tyler, Suite 1500  
Amarillo, Texas, 79101  
Tel: 806-374-4600  
Fax: 806-220-2812  
[marty@martyrowley.com](mailto:marty@martyrowley.com)

ATTORNEY FOR DEFENDANT  
HADAWAY CONSULTING AND  
ENGINEERING, LLC

**Certificate of Service**

The undersigned hereby certifies that on September 7, 2023, a true and correct copy of the foregoing Defendant's Original Answer was served on counsel of record as follows:

Patrick Weir  
McCARN & WEIR, P.C.  
905 S. Fillmore St., Ste 530  
Amarillo, TX 79101  
ATTORNEY FOR PLAINTIFF  
UNITED ENERGY DRILLING, INC.

*Via ecf service:* [pweir@mwlawfirm.com](mailto:pweir@mwlawfirm.com)

/s/ Marty Rowley